

Exhibit B
AGREEMENT TO PROVIDE PREGNANCY SUPPORT SERVICES

Life Resources of Ga. (Agency), serving as contract management agency to the Georgia Department of Public Health (DPH) in accordance with O.C.G.A. § 31-2A-33, hereby contracts with Heritage Pregnancy Center, Inc. (Provider) to provide pregnancy support services to eligible clients as follows:

1. Parties; Third Party Beneficiary. The parties to this contract are Agency and Provider. DPH is an intended third-party beneficiary of this Agreement.

2. Term. This contract shall begin on December 1, 2017 and shall end on June 30, 2018 unless terminated earlier. Agency's obligation to make payment under Paragraph 6, and Provider's obligations under Paragraphs 7 and 8, shall survive the expiration or termination of this contract.

3. Definitions.

Agency means the entity selected by DPH to serve as contract management agency in accordance with O.C.G.A. § 31-2A-33, and its successors.

Attending Physician means the physician who has primary responsibility at the time of reference for the treatment and care of the client.

Eligible Client means a woman who is a resident of Georgia, who is or believes she may be pregnant.

Pregnancy Support Services means the following:

- (a) Medical care and information, including but not limited to pregnancy tests, sexually transmitted infection tests, other health screening, ultrasound service, prenatal care, and birth classes and planning;
- (b) Nutritional services and education;
- (c) Housing, education, and employment assistance during pregnancy and up to one year following a birth;
- (d) Adoption education, planning, and services;
- (e) Child care assistance if necessary for the client to receive pregnancy support services;
- (f) Parenting education and support services for up to one year following a birth;
- (g) Material items which are supportive of pregnancy and childbirth including, but not limited to, cribs, car seats, clothing, formula, or other safety devices; and
- (h) Information regarding health care benefits, including but not limited to, available Medicaid coverage for the client for pregnancy care that provides health coverage for the client's child upon his or her birth.

Program means the Positive Alternatives for Pregnancy and Parenting Program established pursuant to O.C.G.A. § 31-2A-31 *et seq.*

4. Client Screening. Provider shall implement procedures to screen and identify Eligible Clients.

5. Services. Provider will offer any or all eight Pregnancy Support Services to Eligible Clients, and provide such services as needed and at no charge to Eligible Clients, either through its own personnel and facilities or through third-party vendors under contract to Provider. If Provider elects to provide Pregnancy Support Services through a third-party vendor, then Provider must have a written agreement for referral in place which provides, at a minimum, that the vendor shall comply with the Standards of Conduct set out in Paragraph 9 below, and that the vendor shall not charge Eligible Clients for Pregnancy Support Services.

6. Billing and Payment. Provider shall invoice and bill according to **Exhibit C Expenditure of Funds and Exhibit D Invoice** for Pregnancy Support Services which it provides to Eligible Clients, including Pregnancy Support Services that are provided through a third-party vendor:

7. Audits. Provider shall have and maintain a system of financial accountability consistent with generally accepted accounting principles, including an annual budget. Provider shall cooperate with any audit conducted by or on behalf of Agency or DPH deemed necessary to verify that Provider has complied with all the requirements of the Program, including but not limited to furnishing information and documents upon request by the auditors.

8. Reports. Provider shall maintain accurate records and shall report data to the Agency monthly and in an Annual Report on the forms provided by DPH. At a minimum, the monthly report will include the following monthly and annual aggregate information:

- (a) the unduplicated number of Eligible Clients who visited Provider;
- (b) the unduplicated number of Eligible Clients who received one or more Pregnancy Support Services;
- (d) the unduplicated number of Eligible Clients who were determined to be pregnant; and
- (e) the unduplicated number of Eligible Clients who
 - i. carried their pregnancy to term, and chose to keep the child;
 - ii. carried their pregnancy to term, and chose to give the child up for adoption;
 - iii. chose to abort the pregnancy; and
 - iv. the number of Eligible Clients seen for whom Provider was unable to verify the ultimate decision with regard to the pregnancy.

9. Standards of Conduct. Provider shall abide by the following standards of conduct with regard to all Eligible Clients, and shall ensure that any third-party vendors it engages to provide Pregnancy Support Services does the same:

- (a) Provider shall protect the confidentiality of Eligible Clients' personal health information in accordance with **HIPAA and Attachment 9 Business Associate Agreement**;
- (b) Provider shall provide Eligible Clients with their own personal health information upon request in accordance with **HIPAA**;
- (c) Provider shall not provide an Eligible Client with an abortion; directly refer an Eligible Client to an abortion provider for an abortion; or encourage or affirmatively counsel an Eligible Client to have an abortion, unless the client's attending physician diagnoses a condition which makes such abortion necessary to prevent her death;

- (d) Provider shall not promote any religious or political cause to an Eligible Client through any means, including, but not limited to, counseling or written materials. This does not preclude the Provider from having religious or political discussions, and providing such written materials, in its activities that are not related to the Program.
 - (e) Provider shall not represent, by suggestion, statement, or omission, that it provides abortion services;
 - (f) Provider shall not employ any name, symbol, or slogan that represents, by suggestion, statement, or omission, that it is an abortion facility;
 - (g) Provider shall not represent, by suggestion, statement, or omission, that it provides medical services, unless it employs a licensed physician or nurse on the premises to provide the medical services;
 - (h) Provider shall provide each Eligible Client with accurate information on the developmental characteristics of babies and of unborn children, including offering the printed materials described in Code Section 31-9A-4 on fetal development and assistance available following a birth;
 - (i) Provider shall provide information regarding the risks and consequences of pregnancy, childbirth, and abortion. Such information shall be accurate, scientifically based, and consistent with the standards of the American Medical Association and the American Congress of Obstetricians and Gynecologists; and
 - (j) Provider shall not use the DPH name or logo in any manner, including advertisements, internet pages, or written materials, without the express prior written permission of the DPH Director of Communications.
10. **Termination.** This contract may be terminated by the Agency at any time for breach or for convenience.
11. **Non-Discrimination.** Provider shall not discriminate against any client on the basis of race, national origin, gender, age, religion, or any other ground prohibited by state or federal law.
12. **Entire Agreement.** This contract constitutes the entire agreement between the parties and supersedes any prior discussions or understandings. It may be amended only by a writing plainly titled "Amendment" and signed by both parties. Provider's rights and duties under this contract cannot be assigned.

This 1st day of December, 2017.

AGENCY

Kristina Twitty
Name: Kristina Twitty
Title: Grant Administrator

PROVIDER

Amanda Jones
Name: Amanda (Mandy) Jones
Title: Executive Director